

10626 GREENVILLE CO. S. C.
MAY 3 1957
DEALER LEASE 2 44 PM 1957

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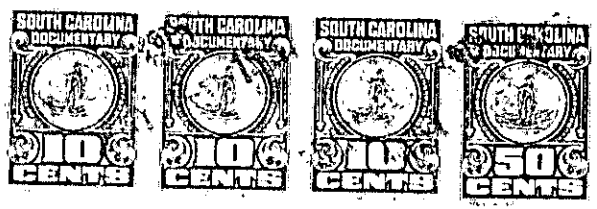
OLLIE F. WORTH
R.M.C.

This Lease, entered into as of the 3rd day of May, 1957, by and between THE GREENVILLE PETROLEUM COMPANY, a corporation of South Carolina, hereinafter called "LESSOR," and George D. Weber, herein called "LESSEE."

Witnesseth:

1.—In consideration of LESSEE'S payment of rental and performance of the obligations herein set forth, LESSOR hereby leases to LESSEE that certain parcel of land at McBee & McDaniel Streets in Greenville, County of Greenville, State of South Carolina more particularly described as follows:

All that parcel of land at the intersection of McBee Avenue and McDaniel Street in Greenville, South Carolina which is owned by Guy Foster and leased to the Greenville Petroleum Company, record of which is contained in the R. M. C., Books for Greenville County, South Carolina. Further defined on lease in the office of Lessor concerning said Foster property which is available for Lessee's inspection at any time.



Together with all buildings, improvements and appurtenances situated thereon, as well as all LESSOR owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises."

2.—The term of this lease shall begin on the 3rd day of May, 1957, and end on the 3rd day of August, 1958, subject, however, in the event such term is longer than one year, to termination by LESSEE at any annual anniversary date by giving at least sixty days advance written notice to LESSOR.

3.—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of LESSOR'S desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, LESSEE agrees that he will use the leased premises only for the purpose and in the manner above designated.

4.—LESSEE shall pay to LESSOR as rental for the leased premises

The sum of \$130.00 per month during the term of this lease. Due in advance and payable on the 5th of each calendar month.

5.—LESSEE shall pay, when due, all charges for telephone, water, gas, electricity, heating, sewage disposal and cesspool cleaning resulting from LESSEE'S occupancy of the leased premises, as well as all privilege, license, and other governmental charges levied against LESSEE or against the leased premises by reason of the conduct of LESSEE'S business thereon. LESSOR shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises.

6.—Should LESSEE abandon the leased premises, or should the leased premises be closed for business for a period of seventy-two (72) successive hours LESSOR shall have the right to terminate this lease herewith.

7.—LESSEE shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease, LESSEE shall deliver the leased premises to LESSOR in the same condition in which LESSEE is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of LESSEE excepted.

Because of the special need for proper care of porcelain enamel, LESSEE agrees that if the service station building is faced with porcelain enamel, LESSEE will comply with such cleaning procedures and techniques applicable thereto as LESSOR may establish from time to time.

Without LESSOR'S prior written consent, which will not be unreasonably withheld, LESSEE shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs, trade marks or color arrangements appearing thereon.

8.—MAINTENANCE. LESSEE shall maintain and keep in good order and repair the leased premises; provided however, that if LESSEE gives prompt written notice to LESSOR of the need thereof, the responsibility for maintenance and repair shall then pass to LESSOR with respect to the particular part of the leased premises specified in such notice; and provided further, that if LESSOR is obliged to assume responsibility for any maintenance or repair which is necessitated by the wilful misconduct or negligence of LESSEE, LESSEE'S agents or employees, the cost thereof shall be paid to LESSOR by LESSEE upon demand as additional rental.